Agreement for (1) 1.1.4extension and reconstruction of building for electrical engineering operations in Novi Sad ; (2) 9.2.1.soft landscaping; (3)9.6.2 Hard/Soft Landscaping in Kisač Railway Station ;(4)9.6.3 Hard/Soft Landscaping in Zmajevo Railway Station _Works

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION

AND

DEKO TIM D.O.O

2023.2

THIS SUBCONTRACT is made between:

Party A:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia, having its registered office and principal place of business at Batajnicki drum, 3 deo 6a, 11080 Zemun, Serbia, registration no: 29507031 ,TIN No.: 109874997, represented by Mr. Chen Zhongzheng, Legal representative of the branch office (hereinafter also referred to as: **"Party A"**)

And

Party B:

DEKO TIM DOO BEŠKA, duly incorporated pursuant to the law of Republic of Serbia for the company,having its registered office and principal place of business at Beška, Braće Relić 19, Beška, Serbia,registration no:21608696, PIB no: 112107273, represented by Nenad Ignjatović, Director (hereinafter also referred to as: "Party B")

Whereas:

Joint Venture CRIC-CCCC on July 7, 2018, together with the Ministry of Transportation, Construction and Infrastructure of the Republic of Serbia and Infrastructure of Serbian Railways Ltd. signed the"Commercial Contract for the Execution of Works on the Modernization and Reconstruction of the Hungarian-Serbian Railway on the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija) "(hereinafter referred to as Commercial Contract) ;

Party A is authorized to undertake all the execution of works on Civil and Track Engineering on the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica -

OVAJ PODUGOVOR se ugovara između:

Strana A:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD osnovano u skladu sa zakonom Republike Srbije, sa sedištem u Batajničkom drumu, 3 deo 6a, 11080 Zemun, Srbija, matični broj: 29507031 , PIB : 109874997, koju zastupa gospodin Chen Zhongzheng, pravni zastupnik filijale (u daljem tekstu: „**Strana A**")

I

Strana B:

DEKO TIM DOO BEŠKA osnovano u skladu sa zakonom Republike Srbije sa sedištem u Beški, Braće Relić 19, Srbija, matični broj: 21608696, PIB broj: 112107273, koga zastupa Nenad Ignjatović, direktor (u daljem tekstu: **„Strana B")**

S Obzirom da:

CRIC-CCCC je 7. jula 2018. godine zajedno sa Ministarstvom saobraćaja, građevinarstva i infrastrukture Republike Srbije i Infrastrukturom Železnica Srbije doo potpisalo „Komercijalni ugovor za izvođenje radova na modernizaciji i rekonstrukciji Mađarsko-srpske železnice na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija)" (u daljem tekstu Komercijalni ugovor);

Ovlašćena je stranka A da na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija), preuzme sve radove na niskogradnji i prugama na Projektu modernizacije i rekonstrukcije mađarsko-srpske železnice.);

State Border (Kelebija);

Party A, with a desire to engage Party B to carry out the works related to (1) 1.1.4extension and reconstruction of building for electrical engineering operations in Novi Sad ; (2) 9.2.1.soft landscaping; (3)9.6.2 Hard/Soft Landscaping in Kisač Railway Station ;(4)9.6.3 Hard/Soft Landscaping in Zmajevo Railway Station , on a subcontract basis (hereinafter referred to as the "Subcontract Works"), while Party B is willing to undertake all the execution of the Subcontract Works.

Party A and Party B have entered into a Subcontract (hereinafter referred to as the "Subcontract") in Novi Sad on January 24 of 2023 after friendly consultation. The terms and conditions are set forth as follows for both parties to comply with.

Article 1 Definition

1.1 Commercial Contract Works: it refers to the Project on modernization and reconstruction of the Hungarian-Serbian railway in the territory of the Republic of Serbia section Novi Sad - Subotica - State Border (Kelebija)

1.2 Commercial Contract: it refers to the Commercial Contract and annexes as well as additional agreements, changes, claims and other relevant documents that were created during the execution of works between the Contractor and the Employer in relation with the Project on modernization and reconstruction of the Hungarian-Serbian railway in the territory of the Republic of Serbia section Novi Sad - Subotica - State Border (Kelebija) (hereinafter: the Project), signed by the Joint Venture CRIC-CCCC with the Government of the Republic of Serbia and Infrastructure of Serbian Railways Ltd. on July 7, 2018.

1.3 Main Contract Works: The scope of the NS-I bid section of this contract is divided into two parts: civil

Stranka A, sa željom da angažuje Stranu B za izvođenje radova na (1)1.1.4 dogradnji i rekonstrukciji zgrade za elektrotehničku delatnost u Novom Sadu ; (2) 9.2.1.meko uređenje; (3)9.6. 2 Tvrdo/meko uređenje železničke stanice Kisač ;(4)9.6.3 Tvrdo/meko uređenje železničke stanice Zmajevo, na osnovu podugovora (u daljem tekstu „Podizvođački radovi"), dok je Strana B spremna da preduzme sve izvođenje Podizvođačkih radova.

Strana A i Strana B su sklopile Ugovor o podizvođenju radova (u daljem tekstu „Podugovor") u Нови Сад 24. јануара 2023. godine nakon prijateljskih konsultacija. Uslovi su navedeni kako sledi kako bi ih obe strane trebale poštovati.

Član 1 Definicija

1.1 Komercijalni ugovorni radovi: odnosi se na Projekat modernizacije i rekonstrukcije mađarsko-srpske železnice na teritoriji Republike Srbije deonica Novi Sad - Subotica - Državna granica (Kelebija)

1.2 Komercijalni ugovor: odnosi se na Komercijalni ugovor i anekse kao i dodatne ugovore, izmene, reklamacije i druga relevantna dokumenta koja su nastala tokom izvođenja radova između Izvođača i Naručioca u vezi sa Projektom modernizacije i rekonstrukcije objekta. Mađarsko-srpska železnica na teritoriji Republike Srbije deonica Novi Sad – Subotica – Državna granica (Kelebija) (u daljem tekstu: Projekat), potpisan od strane Zajedničkog preduzeća CRIC-CCCC sa Vladom Republike Srbije i Infrastrukturom Srbije Železnice doo je 07.07.2018.

1.3 Glavni ugovorni radovi: Obim NS-I odeljka ponude ovog ugovora podeljen je na dva dela:

engineering and track. The civil engineering part is from Novi Sad to Rovochenac station (excluding), the starting and ending mileage is Km76+501-km128+849, the length is 52.348km, and the project content including the subgrade, bridges, road leveling and erection of the section, housing construction (not including independent four-electric equipment houses and corresponding supporting projects), catenary pillar foundation, cable troughs, pre-embedded pipeline casings, pipeline detection and relocation (including the relocation of pipelines within the railway and local pipelines), demolition of existing facilities, environmental monitoring, and fine-measuring network layout, etc. The track projects parts are all track projects except for the Subotica station line.

1.4 Main Contract: means the Main Contract signed by CRIC Serbia Branch and Party A

1.5 Subcontract Works: means (1) 1.1.4extension and reconstruction of building for electrical engineering operations in Novi Sad ; (2) 9.2.1.soft landscaping; (3)9.6.2 Hard/Soft Landscaping in Kisač Railway Station ;(4)9.6.3 Hard/Soft Landscaping in Zmajevo Railway Station .

1.6 Subcontract: means this Contract, namely the Subcontract signed by Party A and Party B for the execution of the Subcontract Works consisting of a Contract and its Appendixes.

1.7 Subcontract Price: means the price agreed on by Party A and Party B and defined in the Subcontract which shall be paid by Party A to Party B for completion of all the works defined in the Subcontract.

1.8 Day: means calendar days.

1.9 Employer: means the Government of the Republic of Serbia and Infrastructure of Serbian Railways Ltd.

1.10 Priority of Contract Documents

niskogradnju i kolosek. Građevinski deo je od Novog Sada do stanice Rovočenac (bez uračunavanja), početna i krajnja kilometraža je Km76+501-km128+849, dužina 52.348km, a sadržaj projekta uključuje podlogu, mostove, nivelaciju puta i podizanje deonica, stambena izgradnja (ne uključujući nezavisne kuće sa četiri električne opreme i odgovarajuće prateće projekte), temelj stubova lančane mreže, korita za kablove, unapred ugrađena kućišta cevovoda, detekciju i premeštanje cevovoda (uključujući izmeštanje cevovoda unutar železnice i lokalnih cevovoda) , rušenje postojećih objekata, praćenje stanja životne sredine, fino merna mreža itd. Delovi kolosečnih projekata su svi kolosečni projekti osim kolosečne pruge Subotica.

1.4 Glavni ugovor: znači Glavni ugovor koji su potpisali CRIC Srbija ogranak i Strana A

1.5 Podizvođački radovi: znači (1) 1.1.4 dogradnja i rekonstrukcija zgrade za elektrotehniku u Novom Sadu ; (2) 9.2.1. meko uređenje (3) 9.6.2 Tvrdo/meko uređenje železničke stanice Kisač ;(4)9.6.3 Tvrdo/meko uređenje železničke stanice Zmajevo.

1.6 Podizvođač: označava ovaj Ugovor, odnosno Podugovor potpisan od strane A i Strane B za izvođenje Podizvođačkih radova koji se sastoji od Ugovora i njegovih dodataka.

1.7 Cena podugovora: označava cenu dogovorenu između Strane A i Strane B i definisanu u Podugovoru koju će Strana A platiti Strani B za završetak svih radova definisanih u Podugovoru.

1.8 Dan: označava kalendarske dane.

1.9 Poslodavac: znači Vlada Republike Srbije i Infrastruktura Železnica Srbije doo.

1.10 Prioritet ugovornih dokumenata

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, unless otherwise agreed in the Contract, the priority of the documents shall be in accordance with the following sequence:

(1)This Contract

(2)Commercial Contract

(3)Design Documentation

(4)The Priced Bill of Quantities

(5)All the written consent, confirmation, memorandum, minutes and other documents related to the Subcontractor's scope of work agreed by the Contractor and the Employer during the performance of the Commercial Contract and the Contract, as well as other documents related to the Project signed by both parties during the contract period.

The above documents are an integral part of the Contract and have the same binding force on both parties. In case of any difference in understanding or interpretation of the Contract, Commercial Contract and other Agreements between the two parties, the Commercial Contract and the latest formed documents shall prevail.

In case of any ambiguity or inconsistency in the contract documents, both Parties shall negotiate for a solution, but the progress of the Project shall not be affected.

Article 2 General Provisions

2.1 Party A, intends to subcontract all the works related to (1) 1.1.4extension and reconstruction of building for electrical engineering operations in Novi Sad ; (2) 9.2.1.soft landscaping; (3)9.6.2 Hard/Soft Landscaping in Kisač Railway Station ;(4)9.6.3 Hard/Soft Landscaping in Zmajevo Railway Station . defined in clause 1.5 and APPENDIX 1 to Party B. Party A is hereby to guarantee that Party A shall fully fulfill its obligations defined in the Subcontract to

Dokumenti koji čine Ugovor treba da se razumeju kao da se međusobno objašnjavaju. Za potrebe tumačenja, osim ako drugačije nije ugovoreno u Ugovoru, prioritet dokumenata će biti u skladu sa sledećim redosledom:

(1) Ovaj ugovor

(2) Komercijalni ugovor

(3) Projektna dokumentacija

(4) Predmer sa cenama

(5) Sva pismena saglasnost, potvrda, memorandum, zapisnik i druga dokumenta koja se odnose na obim poslova Podizvođača koje su Izvođač i Naručilac dogovorili tokom izvođenja Komercijalnog ugovora i Ugovora, kao i druga dokumenta u vezi sa Projektom. potpisane od obe strane tokom perioda trajanja ugovora.

Gore navedeni dokumenti su sastavni deo Ugovora i imaju istu obavezujuću snagu za obe strane. U slučaju bilo kakve razlike u razumevanju ili tumačenju Ugovora, Komercijalnog ugovora i drugih Ugovora između dve strane, Komercijalni ugovor i poslednja formirana dokumenta imaju prednost.

U slučaju bilo kakve nejasnoće ili nedoslednosti u ugovornoj dokumentaciji, obe Strane će pregovarati za rešenje, ali to neće uticati na napredak Projekta.

Član 2. Opšte odredbe

2.1 Strana A namerava da podugovara sve radove u vezi sa (1) 1.1.4 dogradnjom i rekonstrukcijom zgrade za elektrotehničku delatnost u Novom Sadu ; (2) 9.2.1.meko uređenje; (3)9.6.2 Tvrdo/meko uređenje u železničkoj stanici Kisač ;(4)9.6.3 tvrdo/meko uređenje u železničkoj stanici Zmajevo. definisano u klauzuli 1.5 i DODATKU 1 Strani B. Strana A ovim garantuje da će Strana A u potpunosti ispuniti svoje obaveze definisane u Ugovoru o

ensure due rights and interests of Party B.

2.2 Party B sufficiently understands the content and situation of the Commercial Contract Works and the Subcontract Works, and also understands that Party A's responsibilities to the Employer in all the Subcontract Works as defined in the Commercial Contract are Party B's responsibilities to Party A in the Subcontract. Party B is willing to abide by and perform all responsibilities and obligations related to the Subcontract Works as defined in the Commercial Contract unless request otherwise stipulated in the Subcontract. Party B agrees to execute the Subcontract Works according to relevant terms and conditions in the Commercial Contract and is willing to undertake the responsibilities and obligations defined in the Subcontract.

2.3 Based on the above-mentioned conditions Party A agrees to entrust Party B with the execution of the Subcontract Works and to pay the Subcontract Price according to the actual completion of the works in terms of the Subcontract.

Article 3 Composition of the Subcontract

3.1 The Subcontract consists of the following documents:

(1) The Priced Bill of Quantities (Appendix 1)

(2) List of personnel from Party B (Appendix 2)

(3) List of the mechanization and tools on the construction site and list of devices and materials on the construction site (Appendix 3)

(4) Work scope demarcation (Appendix 4)

(5) Sample of guaranty (Appendix5)

Article 4 Responsibilities of Party A

As per the stipulations in the Commercial Contract regarding the provision of the work site by the Employer to Party A, Party A shall provide Party B with the work site and the access road for smooth passage to the site during the construction period. The

podugovoru kako bi osigurala odgovarajuća prava i interese Strane B.

2.2 Strana B u dovoljnoj meri razume sadržaj i situaciju Komercijalni ugovornih radova i Podizvođačkih radova, i takođe razume da su odgovornosti Strane A prema Poslodavcu u svim Podizvođačkim radovima kako je definisano u Komercijalnom ugovoru odgovornosti Strane B prema Strani A u Podugovoru . Strana B je spremna da poštuje i izvršava sve odgovornosti i obaveze u vezi sa podugovorenim radovima kako je definisano u Komercijalnom ugovoru, osim ako u Podugovoru nije drugačije određeno. Strana B je saglasna da izvede Podizvođačke radove u skladu sa relevantnim odredbama i uslovima u Komercijalnom ugovoru i spremna je da preuzme odgovornosti i obaveze definisane u Podugovoru.

2.3 Na osnovu gore navedenih uslova Strana A saglasna je da poveri Stranu B izvođenje Podizvođačkih radova i da plati Podugovornu cenu prema stvarnom završetku radova u smislu Podugovora.

Član 3. Sastav podugovora

3.1 Podugovor se sastoji od sledećih dokumenata:

(1) Predmer sa cenama (Dodatak 1)

(2) Spisak osoblja iz Stranke B (Prilog 2)

(3) Spisak mehanizacije i alata na gradilištu i spisak uređaja i materijala na gradilištu (Prilog 3)

(4) Razgraničenje delokruga rada (Prilog 4)

(5) Uzorak garancije (Prilog 5)

Član 4. Odgovornosti Strane A

U skladu sa odredbama komercijalnog ugovora u vezi sa obezbeđivanjem radilišta od strane Poslodavca Strani A, Strana A će obezbediti Strani B radilište i pristupni put za nesmetan prolaz do gradilišta tokom perioda izgradnje. Troškove nastale zbog privremenih

costs occurred due to temporary facilities and transportation for execution of the Subcontract Works shall be borne by Party B.Party B shall be responsible for the protection and storage of the delivered equipment and materials along with the completed works on the Site.

4.2 Party A shall be responsible for the internal and external communication and coordination during the execution of the Subcontract Works.

4.3 Party A shall supervise and check Party B's actual progress, quality and safety situation from time to time. Party A's supervision and inspection shall not relieve Party B from the responsibilities of completing the Subcontract Works according to the requirements in the Subcontract. Party A has the right to request Party B to remedy or rework the parts that fails to meet the standards or be proven as disqualified, or demand Party B to replace unqualified materials and equipment, or replace ineligible or incompetent personnel of Party B, including Party B's representative. If Party A demands the replacement of Party B's personnel, Party B shall send relevant successor in position within 14 days, and the handover time shall not be less than one month.

4.4 According to Party B's written request and plan, Party A shall organize communication and negotiation with respect to design, technology and construction between Party B and the Employer or its representative, and make arrangement for Party B to participate in the working meetings regarding the design and execution of various works interfaces organized by the Employer.

4.5 Party A shall facilitate the work connection and coordination between Party B and other working parties so that Party B can proceed smoothly according to the approved design and construction plans.

4.6 In the event of a standstill or suspension of

objekata i prevoza za izvođenje Podizvođačkih radova snosi strana B. Strana B je odgovorna za zaštitu i skladištenje isporučene opreme i materijala zajedno sa završenim radovima na gradilištu.

4.2 Strana A će biti odgovorna za internu i eksternu komunikaciju i koordinaciju tokom izvođenja Podizvođačkih radova.

4.3 Strana A će s vremena na vreme nadgledati i proveravati stvarni napredak, kvalitet i bezbednosnu situaciju Strane B. Nadzor i inspekcija Strane A neće osloboditi Stranu B odgovornosti za završetak Podizvođačkih radova u skladu sa zahtevima iz Podugovora. Strana A ima pravo da zahteva od Strane B da popravi ili preradi delove koji ne ispunjavaju standarde ili se dokaže da su diskvalifikovani, ili da zahteva od Strane B da zameni nekvalifikovane materijale i opremu, ili da zameni nekvalifikovano ili nekompetentno osoblje Strane B, uključujući Stranu predstavnik B. Ako Strana A zahteva zamenu osoblja Strane B, Strana B će poslati relevantnog naslednika na poziciju u roku od 14 dana, a vreme primopredaje neće biti kraće od mesec dana.

4.4 U skladu sa pisanim zahtevom i planom Strane B, Strana A će organizovati komunikaciju i pregovore u vezi sa projektovanjem, tehnologijom i konstrukcijom između Strane B i Poslodavca ili njenog predstavnika, i dogovoriti da Stranka B učestvuje na radnim sastancima u vezi sa dizajnom. i izvođenje različitih radnih interfejsa koje organizuje Poslodavac.

4.5 Strana A će olakšati radnu vezu i koordinaciju između Strane B i drugih radnih grupa kako bi Strana B mogla nesmetano da nastavi u skladu sa odobrenim planovima projektovanja i izgradnje.

4.6 U slučaju zastoja ili obustave radova koji su

works that are caused by the fault of the Party A, all costs are borne by Party A. In the event of a standstill or suspension of works that are caused by the fault of the Party B, all costs are borne by Party B. If the project is suspended or suffers losses due to the responsibility of the Employer or a third party during the construction process, both Parties are responsible for themselves.

Article 5 Responsibilities of Party B

1 Abide the Subcontract, conscientiously execute and complete all the work contents of the Subcontract works according to the construction time, quality standards and norms according to the Contract (the Commercial Contract and to the Subcontract) and the instructions of the Employer or Party A.

Party B is fully responsible for quality of the project, equipment and materials, the safety in construction and the timely completion of the project. If Party B is not able to or will be not able to complete Subcontract Works before the deadline specified in this Subcontract, Party A has the right to cancel this contract and nominate other third party company as Party B to fulfil the rest part of the Subcontract Works. If rework is caused by Party B, the rework cost shall be borne by Party B.

Pursue to Party A requirements, Party B shall submit detailed project management plan (including Construction schedule,the Work Plan, Quality Control Plan and Safety Control Plan, Supply Plan, List of workers,), as well as all other documents required by the laws and regulations of Republic of Serbia, within 10 days after signing the Subcontract. The plan shall be executed on Party A's approval.

Party B shall provide workers and equipment that meet the construction requirements (whether it is construction schedule or construction quality). If the on-site construction workers and equipment do not

uzrokovani krivicom Strane A, sve troškove snosi Strana A. U slučaju zastoja ili obustave radova koji su uzrokovani krivicom Strane B , sve troškove snosi strana B. Ako je projekat obustavljen ili pretrpi gubitke zbog odgovornosti poslodavca ili treće strane tokom procesa izgradnje, obe strane su odgovorne za sebe.

Član 5. Odgovornosti Strane B

1 Pridržavati se Ugovora o podugovoru, savesno izvršiti i završiti sve sadržaje radova podizvođača prema vremenu izgradnje, standardima kvaliteta i normama prema Ugovoru (Komercijalni ugovor i Podugovor) i uputstvima Naručioca ili Strane A.

Strana B je u potpunosti odgovorna za kvalitet projekta, opremu i materijale, sigurnost u izgradnji i blagovremeni završetak projekta. Ako Strana B nije u mogućnosti ili neće moći da završi Podizvođačke radove pre roka navedenog u ovom podugovoru, Strana A ima pravo da otkaže ovaj ugovor i imenuje drugu treću kompaniju kao Stranu B da ispuni ostatak podugovora Izvođenje radova. Ako preradu izazove Strana B, troškove prerade snosi Strana B.

U skladu sa zahtevima Strane A, Strana B će dostaviti detaljan plan upravljanja projektom (uključujući plan izgradnje, plan rada, plan kontrole kvaliteta i plan kontrole bezbednosti, plan snabdevanja, spisak radnika), kao i svu drugu dokumentaciju koja se zahteva po zakonu i propisima Republike Srbije, u roku od 10 dana od potpisivanja Ugovora o podugovoru. Plan će se izvršiti uz odobrenje Strane A.

Strana B će obezbediti radnike i opremu koji ispunjavaju uslove izgradnje (bilo da se radi o planu izgradnje ili kvalitetu izgradnje). Ako građevinski radnici i oprema na licu mesta ne ispunjavaju uslove

meet the construction requirements, Party A has the right to request Party B to increase workers and equipment.

5.2 Party B should, in compliance with related provisions as stipulated in the Subcontract, take on all the responsibilities and obligations of Party A under the Commercial Contract relating to the Subcontract Works, as well as to all responsibilities and obligations of the Party A in accordance with applicable laws and regulations, and bear all the relevant risks and responsibilities. Party B shall be responsible for all the materials and work relating to the Subcontract Works s installation of installation and materials construction of civil works, required by Party B itself , construction of interfaces related to the project construction and/or the Employer's requirement, warranty maintenance of the local part, relevant personnel training as requested by the Employer and/or required by the Project, cooperation in the temporary operation and maintenance of Party B's own work in the warrant period. Party B shall bear all the costs and expenses in relation to the above mentioned. In the execution of the Subcontract Works, if Party B's behaviour or negligence causes Party A to breach the Commercial Contract, or if Party B breaches the Subcontract, Party B should compensate Party A for the losses thus incurred thereafter.

5.3 Party B is obligated to submit monthly to Party A Work Progress Schedule and other forms and documents that may be required by Party A to ensure the completion of the Subcontract works as per Work Progress Schedule.

5.4 Party B is obligated to abide by the Serbian laws; comply with the administrative rules and regulations of local authorities regarding the traffic around the work site, construction noise, environmental protection and safety and civility in construction, as

za izgradnju, Strana A ima pravo da zahteva od Strane B povećanje broja radnika i opreme.

5.2 Strana B treba, u skladu sa srodnim odredbama kako je to predviđeno u Podugovoru, da preuzme sve odgovornosti i obaveze Strane A prema Komercijalnom ugovoru u vezi sa Podizvođačkim radovima, kao i sve odgovornosti i obaveze Strane A u skladu sa sa važećim zakonima i propisima, i snosi sve relevantne rizike i odgovornosti. Strana B će biti odgovorna za sve materijale i radove koji se odnose na montažu radova podizvođača za instalaciju i materijalnu konstrukciju građevinskih radova, koje zahteva sama Strana B, izgradnju interfejsa u vezi sa konstrukcijom projekta i/ili zahtev Poslodavca, održavanje garancije lokalnog dela, relevantna obuka osoblja na zahtev Poslodavca i/ili zahtevana Projektom, saradnja u privremenom radu i održavanju sopstvenog rada Strane B u garantnom roku. Strana B snosi sve troškove i izdatke u vezi sa gore navedenim. U izvršenju Podizvođačkih radova, ako ponašanje ili nemar Strane B prouzrokuje da Strana A prekrši Komercijalni ugovor, ili ako Strana B prekrši Podizvođač, Strana B treba da nadoknadi Strani A za gubitke koji su nastali nakon toga.

5.3 Strana B je u obavezi da mesečno dostavlja Strani A Raspored napretka rada i druge obrasce i dokumente koje može zahtevati Strana A da bi obezbedila završetak radova podizvođača prema Rasporedu napretka radova.

5.4 Stranka B je obavezna da se pridržava srpskih zakona; poštovati administrativna pravila i propise lokalnih vlasti u vezi sa saobraćajem oko gradilišta, građevinskom bukom, zaštitom životne sredine i bezbednošću i uljudnošću u izgradnji, kao i sa svim

well as to any other applicable law or regulations in relation to the subcontract works.

5.5 Party B is obligated to cooperate with and make it convenient for supervision and inspection of the Employer, the Employer's representative and Party A. In the event of exceptional cases or accidents, Party B should immediately notify Party A while taking active and effective remedy measures.

5.6 Party B is obligated to provide and employ on the construction site such skilled and workers as is necessary for the proper and timely execution of the Subcontract. The Party B shall be responsible for the recruitment, transportation,training, and accommodation and catering of all employees and workers required for the execution of the Subcontract and for all payments in connection therewith. The Party B shall at all times during the progress of the Subcontract use its best endeavour to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and workers.

5.7 Party B should be fully responsible for the safety in construction of the Subcontract works. Party B shall be obliged to undertake any safety measures on the Site in order to ensure the security of adjacent objects, works, equipment, devices, installations, workers, traffic, the environment and property.Accordingly Party B should set up a sound and necessary safety and security system to ensure personnel safety of its staff, local employees and workers and provide them with the safety equipment. It should commit itself to accident occurred and problems and damages arising from the accident. (The related losses caused by Party B, such as the Employer, Party A's personnel and property, etc. shall be borne by Party B)

5.8 The Value Added Tax amount calculated according to the related laws is not included in the Subcontract price. All taxes and fees (including salary

drugim važećim zakonima ili propisima u vezi sa podugovorenim radovima.

5.5 Strana B je u obavezi da sarađuje i čini je pogodnim za nadzor i inspekciju poslodavca, predstavnika poslodavca i Strane A. U slučaju izuzetnih slučajeva ili nesreća, Strana B treba odmah da obavesti Stranu A dok preduzima aktivne i efikasne mere pravnog leka. .

5.6 Strana B je u obavezi da obezbedi i zaposli na gradilištu kvalifikovane i radnike koji su neophodni za pravilno i blagovremeno izvršenje podugovora. Strana B će biti odgovorna za zapošljavanje, prevoz, obuku, smeštaj i ishranu svih zaposlenih i radnika potrebnih za izvršenje podugovora i za sva plaćanja u vezi sa tim. Strana B će u svakom trenutku tokom trajanja podugovora učiniti sve što može da spreči bilo kakvo nezakonito, neredovno ili neuredno ponašanje ili ponašanje od strane ili među svojim zaposlenima i radnicima.

5.7 Strana B treba da bude u potpunosti odgovorna za bezbednost u izgradnji radova podizvođača. Strana B će biti u obavezi da preduzme sve mere bezbednosti na Lokaciji kako bi obezbedila bezbednost susednih objekata, radova, opreme, uređaja, instalacija, radnika, saobraćaja, životne sredine i imovine. sistem bezbednosti i obezbeđenja da obezbedi sigurnost osoblja svog osoblja, lokalnih zaposlenih i radnika i obezbedi im sigurnosnu opremu. Trebalo bi da se posveti nesreći koja se dogodila i problemima i šteti koja proističe iz nesreće. (Povezani gubici uzrokovani od strane B, kao što su poslodavac, osoblje i imovina Strane A, itd., snosi strana B)

5.8 Iznos poreza na dodatu vrednost obračunat u skladu sa srodnim zakonima nije uključen u cenu podugovora. Sve poreze i naknade (uključujući porez

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tax and mandatory social contributions of Party B's personnel), exclusive of VAT shall be borne by Party B.

na zarade i obavezne socijalne doprinose osoblja Strane B), bez PDV-a, snosi Strana B.

5.9 Party B should not assign the Subcontract Works to any third party without written approval of Party A.

5.9 Strana B ne treba da dodeljuje Podizvođačke radove bilo kojoj trećoj strani bez pismenog odobrenja Strane A.

5.10 During the execution of the subcontract, Party B shall actively cooperate with Party A with internal and external communication and coordination.

5.10 Tokom izvršenja podugovora, Strana B će aktivno sarađivati sa Stranom A sa internu i eksternu komunikaciju i koordinaciju.

5.11 Party B is obliged to assist party A to filling out the construction log and construction book during construction works, records of construction process, and records of hidden works and retain image data.

5.11 Strana B je dužna da pomogne strani A u popunjavanju građevinskog dnevnika i građevinske knjige tokom građevinskih radova, evidencije procesa izgradnje i evidencije skrivenih radova i čuva podatke o slici.

5.12 Party B shall arrange the security personnel registered in the Serbian railway bureau for on-site protection, and Party B shall provide the safety protective equipment for on-site construction.

5.12 Strana B će organizovati obezbeđenje registrovano u Železničkim biroima Srbije za zaštitu na licu mesta, a Strana B će obezbediti bezbednosnu zaštitnu opremu za izgradnju na licu mesta.

5.13 If there are other new or ancillary projects within the scope of Party B's subcontracted project, Party B shall accept Party A's request for construction, and the price will be negotiated separately.

5.13 Ako postoje drugi novi ili pomoćni projekti u okviru podugovornog projekta Strane B, Strana B će prihvatiti zahtev Strane A za izgradnju, a o ceni će se pregovarati posebno.

5.14 If Party A needs to split this subcontract into a material procurement contract and a work subcontract, Party B shall cooperate under the condition that the contract conditions and total contract price remain unchanged.

5.14 Ako Strana A treba da podeli ovaj podugovor na ugovor o materijalnoj nabavci i podugovor o radu, Strana B će sarađivati pod uslovom da uslovi ugovora i ukupna cena ugovora ostanu nepromenjeni.

Article 6 Construction Period, Defect Liability Period

Član 6 Period izgradnje, Period odgovornosti za nedostatak

6.1 Party B's construction period shall be determined according to Party A's dynamic construction plan. Party B promises to start the subcontracting project on February 15, 2023 and complete it on October 31, 2023; the construction period meets the construction period requirements of CRIC-CCCC with the Government of the Republic of Serbia and Infrastructure of Serbian Railways Ltd.

6.1 Period izgradnje Strane B biće određen prema dinamičkom planu izgradnje Strane A. Strana B obećava da će započeti projekat podugovaranja 15. februara 2023. i završiti ga 31. oktobra 2023.; period izgradnje ispunjava uslove perioda izgradnje CRIC-CCCC sa Vladom Republike Srbije i Infrastruktura Železnica Srbije doo.

Party B shall start the subcontracting work within 7 days after Party A issues the official start-of-work notice.

Party B shall commence and complete the Subcontract Works according to the Construction Schedule which is approved by Party A. The extension of construction period shall conform to the relevant terms and conditions defined in the Commercial Contract and shall be approved by the Employer or its representative and Party A. If the Party B becomes aware that a delay in the performance of the Subcontracted Works within the agreed term is possible or certain, it shall notify the Party A accordingly and shall exert all reasonable efforts to prevent the delay, i.e. it shall propose measures for remedying the consequences and reorganizing the dynamics in the performance of the Subcontracted Works. In the case of a delay in the fulfillment of the Subcontracted Works within the agreed term, which delay is caused by Party B's fault, the Party B shall be obliged to undertake, at its own expense, all reasonable measures in order to rectify the consequences of the delay.

The Party A is entitled to charge the Party B the amount of 0.025% of the Subcontract Price as liquidated damage for each day of delay in the fulfillment of the assigned obligations, up to a maximum amount of such liquidated damage of 5 % of the Subcontract Price.

6.2. The Party B shall be responsible for the deficiencies in the performed works and delivered goods for a period of 12 months from the acceptance of the works, i.e. 12 months from the receipt of the Taking over Certificate (Defects Liability Period). The warranty period is executed in accordance with the reasonable service life specified in the Serbian national laws and regulations, industry regulations and design documents.

Strana B će započeti poslove podugovaranja u roku od 7 dana nakon što Strana A izda zvanično obaveštenje o početku rada.

Strana B će započeti i završiti Podizvođačke radove u skladu sa Planom izgradnje koji je odobrila Strana A. Produženje perioda izgradnje će biti u skladu sa relevantnim odredbama i uslovima definisanim u Komercijalnom ugovoru i biće odobreno od strane Poslodavca ili njegovog predstavnika i Strana A. Ako Strana B postane svesna da je kašnjenje u izvođenju Podizvođačkih radova u dogovorenom roku moguće ili izvesno, obavestiće Stranu A o tome i uložiti sve razumne napore da spreči kašnjenje, tj. mere za otklanjanje posledica i reorganizaciju dinamike u izvođenju Podizvođačkih radova. U slučaju kašnjenja u izvršenju Podizvođačkih radova u ugovorenom roku, a to kašnjenje je prouzrokovano krivicom Strane B, Strana B je dužna da o svom trošku preduzme sve razumne mere u cilju otklanjanja posledica. od kašnjenja.

Strana A ima pravo da naplati Strani B iznos od 0,025% Podugovorne cene kao likvidiranu štetu za svaki dan kašnjenja u ispunjenju ustupljenih obaveza, do maksimalnog iznosa takve likvidirane štete od 5% Podugovora Cena.

6.2. Za nedostatke u izvedenim radovima i isporučenim dobrima odgovorna je strana B u periodu od 12 meseci od prijema radova, odnosno 12 meseci od prijema Potvrde o preuzimanju (Period odgovornosti za nedostatke). Garantni rok se sprovodi u skladu sa razumnim vekom trajanja koji je naveden u srpskim nacionalnim zakonima i propisima, industrijskim propisima i projektnoj dokumentaciji.

Any deficiency in the fulfillment of the subcontracted works shall be rectified by the Party B at its own expense.

Party A shall be entitled to retain 5% of the Accepted Subcontract Amount as warranty for the performance of above mentioned works,Until the end of the defect liability period.Retention money shall be 5% of the Subcontract price. The Contractor shall, starting from the first payment period, deduct from each payment period 5% of the Contract payment amount of each period corresponding to the payment certificate for the completed works, till the total retention money amount withheld reaches the agreed amount or proportion. The calculated amount of retention money does not include the payment of advance payment and the amount of deduction. The retention money shall bear no interest.

If the Party B fails to rectify the deficiencies within the specified term that is noted in the mutually agreed and signed report, the Party A shall be entitled to rectify the deficiencies itself or by engaging a third party at the expense of the Party B.

In case of the failure of the Party B to fulfill the obligations during the Defect Liability Period, the Party A shall be entitled to retain Retention money, but only in the amount of damage occurred and it obliges to return the difference to Party B upon expiry of Defect Liability Period.

After issuing the Taking Over Certificate for Subcontract Works, Party B has the right to exchange Retention Money with bank guarantee securing removal of defects in the warranty period. The submitted bank guarantee for defects in the warranty period should be in the amount of 5% of the Accepted Contract Amount with validity term 28 days longer than the defect liability period. After delivering the mentioned guarantee, Party A has the obligation to return Retention Money to Party B.

Svaki nedostatak u izvršenju podugovorenih radova Strana B će otkloniti o svom trošku.

Strana A ima pravo da zadrži 5% prihvaćenog iznosa podugovora kao garanciju za izvođenje gore navedenih radova, do kraja perioda odgovornosti za nedostatak. Novac za zadržavanje iznosi 5% od cene podugovora. Izvođač će, počevši od prvog perioda plaćanja, odbijati od svakog perioda plaćanja 5% od iznosa plaćanja Ugovora za svaki period koji odgovara potvrdi o uplati za završene radove, sve dok ukupan iznos zadržanog novca ne dostigne ugovoreni iznos ili proporciju. Obračunati iznos retencionog novca ne uključuje uplatu akontacije i iznos odbitka. Retencioni novac ne nosi kamatu.

Ako Strana B ne otkloni nedostatke u navedenom roku koji je konstatovan u međusobno dogovorenom i potpisanom izveštaju, Strana A ima pravo da sama otkloni nedostatke ili angažovanjem trećeg lica o trošku Strane B.

U slučaju neuspeha Stranke B da ispuni obaveze tokom Perioda odgovornosti za nedostatak, Strana A ima pravo da zadrži Retencioni novac, ali samo u iznosu nastale štete i obavezuje se da vrati razliku Strani B po isteku. perioda odgovornosti za nedostatak.

Nakon izdavanja Potvrde o preuzimanju podizvođačkih radova, Strana B ima pravo da zameni novac za zadržavanje sa bankovnom garancijom čime se obezbeđuje otklanjanje nedostataka u garantnom roku. Dostavljena bankarska garancija za nedostatke u garantnom roku treba da bude u iznosu od 5% od prihvaćenog iznosa ugovora sa rokom važenja 28 dana dužim od roka odgovornosti za nedostatak. Nakon dostavljanja navedene garancije, Strana A ima obavezu da vrati Retencioni novac Strani B.

The bank guarantee described in this Article must have a clause that it is irrevocable, unconditional and payable at first call without objection according to the international rules URDG 758.

Article 7 Subcontract price and Payment terms

7.1 This contract is a unit price contract, and the tentative amount of the contract is 700,000.00 Euros. The final settlement of the engineering quantity is subject to the construction drawings and the actual on-site acceptance of the subcontracted projects. The subcontracting price includes all the obligations of the subcontractor under this contract, that is, the construction machinery, equipment, materials (except marble) and loss, labor, installation, completion acceptance and engineering survey and testing required for the completion of the project. , debugging, defect repair and other costs. Contract projects according to engineering standards. Quality and safety inspection fees, safety protection fees, management fees, temporary transition project fees, project maintenance fees, insurance fees, profits, etc. Subcontract prices shall be quoted in Euros and payments shall be executed in RSD counter value using the intermediate exchange rate of the National Bank of Serbia in effect on the date of payment.

7.2 The unit prices of various items in the Subcontract Works are corresponding unit prices specified in the Article 3.1 (1) (See attached Appendix 1, The Priced Bill of Quantities), Payment shall be calculated at the unit price in the attached Appendix 1. Items included in the construction drawing design documents but not reflected in the "The Priced Bill of Quantities" in Appendix 1 are deemed to have been included in other items in the "The Priced Bill of Quantities" in Appendix 1.

7.3 Party B shall, before the 10th day of each month, provide Party A with the list of contents of the project completed in the current month (application form

Bankarska garancija opisana u ovom članu mora imati klauzulu da je neopoziva, bezuslovna i plativa na prvi poziv bez prigovora prema međunarodnim pravilima URDG 758.

Član 7. Cena podugovora i uslovi plaćanja

7.1 Ovaj ugovor je ugovor o jediničnoj ceni, a okvirni iznos ugovora je 700.000,00 evra. Konačno obračunavanje inženjerske količine zavisi od građevinskih crteža i stvarnog prihvatanja podugovorenih projekata na licu mesta. Kooperantska cena uključuje sve obaveze podizvođača po ovom ugovoru, odnosno građevinsku mehanizaciju, opremu, materijale (osim mermera) i gubitke, rad, montažu, prijem završetka i inženjersko ispitivanje i ispitivanje potrebno za završetak projekta. , otklanjanje grešaka, popravka kvarova i drugi troškovi. Ugovorni projekti po inženjerskim standardima. Naknade za inspekciju kvaliteta i bezbednosti, naknade za zaštitu bezbednosti, naknade za upravljanje, naknade za privremeni prelaz, naknade za održavanje projekta, naknade za osiguranje, profit, itd. Cene podugovora će biti navedene u evrima, a plaćanja će se vršiti u dinarskoj protivvrednosti po srednjem kursu Narodne banke Srbije na snazi na dan uplate.

7.2 Jedinične cene različitih artikala u Podizvođačkim radovima su odgovarajuće jedinične cene navedene u članu 3.1 (1) (Vidi prilog 1, Predmer troškova), Plaćanje se obračunava po jediničnoj ceni u priloženom Dodatku 1. Stavke koje su uključene u projektnu dokumentaciju građevinskih crteža, ali nisu prikazane u „Predmeru količina" u Dodatku 1, smatraju se uključenim u druge stavke u „Predmeru troškova" u Dodatku 1.

7.3 Strana B će, pre 10. dana u mesecu, dostaviti Strani A listu sadržaja projekta koji je završen u tekućem mesecu (prijavni formular obezbedila Strana

provided by Party A), which shall be confirmed by Party A. Party A confirms the content of the project completed by Party B, After Party B provides Party A with a payment certificate that complies with local regulations. Interim / Final Payment Certificate shall be formed on a monthly basis according to achieved progress of works and unit prices from the Priced Bill of Quantities, which represents Appendix 1.

The Party A after the submission of the Interim and/or Final Payment Certificate, will perform control within 14 days, whether the Interim and/or Final Payment Certificate is issued in accordance with the performed works and other conditions of this Agreement. If Interim and/or Final Payment Certificate are not compatible with the performed works and other conditions of this Agreement the Party A may object and return it to the Party B for correction. Otherwise, the Party A is obliged to certify the Interim and/or Final Payment Certificate within in this paragraph stipulated deadline.

Party B shall provide invoices in compliance with local laws and regulations based on the payment certificate confirmed by both parties; Party A shall pay Party B within 45 days after receiving the invoice.

If the work done by Party B does not meet the contract or design requirements, the payment can be temporarily deducted for this part of the cost, and this part of the cost will not be calculated and paid until the part of the work is completed and meets the requirements.

If Party B fails to perform work or perform its obligations in accordance with the contract, and Party A has notified the Party B, it can withhold the value of the work or obligation until the work or obligation

A), koji će potvrditi Strana A. Strana A potvrđuje sadržaj projekta koji je završila Strana B, After Parti B daje Strani A potvrdu o uplati koja je u skladu sa lokalnim propisima. Potvrda o privremenim/konačnim uplatama formira se na mesečnom nivou prema ostvarenom toku radova i jediničnim cenama iz Predmera, koji predstavlja Prilog 1.

Strana A će nakon dostavljanja Potvrde o privremenim i/ili konačnom plaćanju izvršiti kontrolu u roku od 14 dana, da li je Potvrda o privremenom i/ili konačnom plaćanju izdata u skladu sa izvedenim radovima i drugim uslovima ovog Ugovora. Ukoliko Potvrda o privremenom i/ili konačnom plaćanju nije kompatibilna sa izvedenim radovima i drugim uslovima ovog Ugovora, Strana A može prigovoriti i vratiti ga Strani B na ispravku. U suprotnom, Strana A je dužna da u roku predviđenom ovim stavom overi Potvrdu o privremenom i/ili konačnom plaćanju.

Strana B će obezbediti fakturu u skladu sa lokalnim zakonima i propisima na osnovu potvrde o uplati koju su potvrdile obe strane; Strana A će platiti Strani B u roku od 45 dana nakon prijema fakture

Ako posao koji je izvršila strana B ne ispunjava uslove ugovora ili dizajna, plaćanje se može privremeno odbiti za ovaj deo troškova, a ovaj deo troškova neće biti obračunat i plaćen dok se deo posla ne završi i ispunjava uslove.

Ako Strana B ne izvrši posao ili ne izvrši svoje obaveze u skladu sa ugovorom, a Strana A je obavestila Stranu B, može zadržati vrednost posla ili

is performed.

7.4 Party B undertakes to deliver to Party A a signed and certified blank separate promissory note with a "no objection" clause, to be registered in the bill register of the National Bureau of Statistics, and to be authorized to fill in the unreasonable amount of the promissory note Advance payment, valid until the entire advance payment is justified. Promissory notes and promissory note authorizations must be signed by a person authorized to sign with the subcontractor. In addition to the cashier's check, submit a certified copy of the signature card of the deposit not older than 7 days certified by the commercial bank, and a copy of the OP form.

7.5Party B shall provide Party A with a promissory note within 3 days after signing the subcontract. The guarantee amount of the promissory note is 30% of the contract amount. After Party A receives the promissory note, it shall pay Party B an advance payment of 30% of the contract amount. The advance payment for works will be deducted from the progress payment and 40% of the bill amount will be deducted from each interim payment certificate until all advance payments are deducted. Before the project acceptance certificate is issued, when the contract is terminated due to force majeure or other reasons, if the advance payment is not deducted, the balance of the undeducted advance payment shall be deemed as the subcontractor's due payment.

7.6 After using all the advance payment, Party A is obliged to return the prepaid bill to Party B. All other temporary situations will not have an "Early Decline" item.

Article 8 Variation and Compensation claim

8.1 Terms of contract variation:

In case of major variation in the Commercial Contract, the corresponding part of the subcontract

obaveze dok se posao ili obaveza ne izvrši.

7.4 Strana B se obavezuje da dostavi Strani A potpisanu i overenu blanko zasebnu menicu sa klauzulom „bez prigovora", koja će biti upisana u registar menica Državnog zavoda za statistiku, i da će biti ovlašćena da popuni nerazumni iznos menica Akontacija, važi do opravdanosti celokupne akontacije. Menice i menična ovlašćenja mora da potpiše lice ovlašćeno za potpisivanje sa podizvođačem. Pored blagajničkog čeka dostaviti i overenu kopiju kartice potpisa depozita ne starije od 7 dana overenu u komercijalnoj banci i kopiju OP obrasca.

7.5 Strana B će dostaviti Strani A menicu u roku od 3 dana nakon potpisivanja podugovora. Garantni iznos menice iznosi 30% od iznosa ugovora. Nakon što Strana A primi menicu, ona će platiti Strani B avans od 30% iznosa ugovora. Akontacija za radove će se odbijati od napredovanja i 40% iznosa računa će se odbijati od svake potvrde o privremenim uplatama dok se ne odbiju svi avansi. Pre izdavanja potvrde o prijemu projekta, kada je ugovor raskinut usled više sile ili drugih razloga, ako se avans ne odbije, ostatak neodbijenog avansa smatraće se dospelim plaćanjem podizvođača.

7.6 Nakon korišćenja svih avansa, Strana A je dužna da vrati unapred plaćeni račun Strani B. Sve ostale privremene situacije neće imati stavku „Rani odbitak".

Član 8 Zahtev za varijaciju I kompenzaciju

8.1. Uslovi ugovornih varijacija:

U slučaju velikih varijacija u Komercijalnom ugovoru, odgovarajući deo podugovora će varirati u

shall vary accordingly.

8.2 Any changes made by the subcontractor on this project shall meet the relevant stipulations in the Commercial Contract

In case of adjustment of price of the Commercial Contract or the change of construction period of Commercial Contract works, the Subcontract price or construction period shall be adjusted accordingly in the light of the adjustment of the price and the construction period made in the Commercial Contract.

8.3 If claim for compensation occur within the scope of subcontracted works and the claim has granted by the Employer through joint efforts of Party A and Party B, the Parties agree to claim for compensation from the Employer in proportion to the actual costs.

8.4 For issues of variation, price adjustment, compensation claim or extension of construction period, Party B shall do a good job of basic data collection, arrangement and archive keeping and submit them to Party A as required.

Article 9 Standard specifications, Final acceptance and Quality guarantee

9.1 The engineering standards and specifications related to the subcontracted works as stipulated in the Commercial Contract are applicable to the Subcontract works.

9.2 Party B shall make a good preparation for the final acceptance as required by the Employer. Party B shall present a complete set of completion documents with a submitted to Party A. For Final acceptance for completion of the subcontracted works, the certificate of Final acceptance for the subcontract works issued by the Employer to Party A.

Article 10 Site Clearance

10.1 In the course of carrying out the Subcontract, the Party B shall keep the construction site reasonably

skladu sa tim.

8.2 Sve izmene koje izvrši podizvođač na ovom projektu moraju biti u skladu sa relevantnim odredbama u Komercijalnom ugovoru

U slučaju usklađivanja cene Komercijalnog ugovora ili promene roka izgradnje Komercijalno ugovornih radova, Podizvođačka cena ili period izgradnje biće usklađeni shodno tome u svetlu usklađivanja cene i perioda izgradnje izvršenog u Komercijalnom ugovoru.

8.3 Ako se zahtev za nadoknadu javi u okviru podugovorenih radova i zahtev je odobrio Poslodavac zajedničkim naporima Strane A i Strane B, Strane su saglasne da traže nadoknadu od Poslodavca srazmerno stvarnim troškovima.

8.4 Za pitanja varijacija, prilagođavanja cene, zahteva za kompenzaciju ili produženja perioda izgradnje, Strana B će dobro obaviti posao prikupljanja osnovnih podataka, uređenja i čuvanja arhive i dostaviti ih Strani A prema potrebi.

Član 9 Standardne specifikacije, konačni prijem i garancija kvaliteta

9.1 Inženjerski standardi i specifikacije u vezi sa podugovorenim radovima kako je navedeno u Komercijalnom ugovoru se primenjuju na podugovorene radove.

9.2 Strana B će se dobro pripremiti za konačno prihvatanje kako to zahteva Poslodavac. Strana B će predstaviti kompletnu dokumentaciju o završetku sa dostavljenom Strani A. Za konačno prihvatanje za završetak podugovorenih radova, potvrdu o konačnom prijemu za podugovorene radove izdatu od strane Poslodavca Strani A.

Član 10. Čišćenje lokacije

10.1 Tokom izvršavanja podugovora, Strana B će održavati gradilište razumno slobodnim od svih

free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the construction site, and remove any Party B's Equipment no longer required for execution of the Subcontract.

10.2 After Completion of all works under this Subcontract, the Party B shall clear away and remove all its wreckage, rubbish and debris of any kind from the construction site, and shall leave the construction site in a clean and safe condition.

Article 11 Force majeure

11.1 "Force Majeure" shall mean any event beyond the reasonable control of the Party A or of the Party B, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

(a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war;

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, terrorist acts;

(c) confiscation, nationalisation, mobilisation, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;

(d) strike, sabotage, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, plague;

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

nepotrebnih prepreka, skladištiti ili uklanjati višak materijala, uklanjati olupinu, smeće ili privremene radove sa gradilišta i uklanjati bilo koju Stranu Oprema B-a više nije potrebna za izvršenje podugovora.

10.2 Nakon završetka svih radova po ovom podugovoru, Strana B će ukloniti i ukloniti svu svoju olupinu, smeće i ostatke bilo koje vrste sa gradilišta i ostaviti gradilište u čistom i bezbednom stanju.

Član 11. Viša sila

11.1 „Viša sila" znači svaki događaj van razumne kontrole Strane A ili Strane B, zavisno od slučaja, i koji je neizbežan bez obzira na razumnu pažnju pogođene strane, i uključuje, bez ograničenja, sledeći:

(a) rat, neprijateljstva ili ratne operacije (bilo da je ratno stanje proglašeno ili ne), invazija, čin stranog neprijatelja, građanski rat;

(b) pobuna, revolucija, ustanak, pobuna, uzurpacija civilne ili vojne vlasti, zavera, pobuna, građanski metež, teroristički akti;

(c) konfiskaciju, nacionalizaciju, mobilizaciju, zauzimanje ili rekviziciju od strane ili po nalogu bilo koje vlade ili de jure ili de facto vlasti ili vladara ili bilo koji drugi čin ili propust bilo koje lokalne državne ili državne vlasti;

(d) štrajk, sabotaža, embargo, ograničenje uvoza, zagušenje luka, nedostatak uobičajenih sredstava javnog prevoza i komunikacija, industrijski spor, brodolom, nedostatak ili ograničenje snabdevanja električnom energijom, epidemije, karantin, kuga;

(f) shortage of labour, materials or utilities where caused by circumstances that are caused by circumstances that are themselves force majeure,

(e) zemljotres, klizište, vulkanska aktivnost, požar, poplava ili poplava, plimni talas, tajfun ili ciklon, uragan, oluja, munja ili drugi nepovoljni vremenski uslovi, nuklearni talasi i talasi pritiska ili druge prirodne ili fizičke katastrofe;

(f) nedostatak radne snage, materijala ili komunalnih usluga kada je uzrokovan okolnostima koje su uzrokovane okolnostima koje su same po sebi viša sila,

11.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Subcontract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within three (3) days after the occurrence of such event.

11.2 Ako je bilo koja strana sprečena, ometana ili odložena u ili u izvršavanju bilo koje svoje obaveze po podugovoru usled više sile, onda će drugu u pisanoj formi obavestiti o nastanku takvog događaja i njegovim okolnostima u roku od tri (3.) dana nakon nastanka takvog događaja.

11.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Subcontract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

11.3 Strana koja je dala takvo obaveštenje biće oslobođena izvršavanja ili tačnog izvršavanja svojih obaveza prema podugovoru sve dok traje relevantni događaj Više sile i u meri u kojoj je izvršenje takve strane sprečeno, ometano ili odloženo.

11.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Subcontract and to fulfil its or their obligations under the Subcontract, but without prejudice to either party's right to terminate the Subcontract.

11.4 Strana ili strane koje su pogođene slučajem više sile će uložiti razumne napore da ublaže njegov efekat na izvršenje podugovora i da ispune svoje ili svoje obaveze prema podugovoru, ali ne dovodeći u pitanje pravo bilo koje strane da raskine ugovor Podizvođač.

11.5 No delay or non- performance by either party hereto caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Subcontract; or

(b) give rise to any claim for damages or additional cost or expense occasioned thereby,

if and to the extent that such delay or non

11.5 Nikakvo kašnjenje ili neizvršenje od strane bilo koje strane uzrokovano pojavom bilo kog slučaja Više sile:

(a) predstavlja neizvršenje ili kršenje Podugovora; ili

(b) dovesti do bilo kakvog zahteva za odštetu ili dodatne troškove ili troškove koji su time izazvani,

ako i u meri u kojoj je takvo kašnjenje ili neizvršenje

performance is caused by the occurrence of an event of Force Majeure.

11.6 If the performance of the Subcontract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Subcontract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Subcontract by giving a notice to the other.

Article 12 Responsibilities for breach of Contract

12.1 Breach of the Contract

12.1.1 In case Party A does not honour the Subcontract or does not fulfil its obligations as stipulated in the Subcontract, Party A shall be liable for breach of Contract and shall compensate Party B for its economic losses due to the breach.

12.1.2 In case Party B does not fulfil its obligations specified in the Subcontract or does not fulfil subcontract-specified obligations, Party B shall be liable for breach of the Contract and shall compensate Party A for its economic losses due to the breach.

12.2 In case the breach of Subcontract due to default of Party B has caused breach of contract as Party A to the Employer which results in punishment on Party A imposed by the Employer, Party B shall bear the loss suffered by Party A as punishment imposed by the Employer.

12.3 None of the parties shall be responsible for any special, incidental, indirect, consequential loss (including but not limited to Loss of profits or income, business opportunities or business relations damage, data loss) because of this Contract or related to this Contract.

12.4 If Party B's fault causes damage to the project, materials, engineering equipment, and public

uzrokovano pojavom događaja više sile.

11.6 Ako je izvršenje Podugovora značajno sprečeno, ometano ili odloženo za jedan period duži od šezdeset (60) dana ili ukupan period duži od sto dvadeset (120) dana zbog jednog ili više događaja sile Viša situacija tokom važenja Podugovora, strane će pokušati da razviju obostrano zadovoljavajuće rešenje, u suprotnom bilo koja strana može da raskine Podugovor davanjem obaveštenja drugoj.

Član 12. Odgovornost za kršenje ugovora

12.1 Kršenje ugovora

12.1.1 U slučaju da Strana A ne ispoštuje Podugovor ili ne ispuni svoje obaveze predviđene Podugovorom, Strana A će biti odgovorna za kršenje Ugovora i nadoknaditi Strani B za njene ekonomske gubitke zbog kršenja.

12.1.2 U slučaju da Strana B ne ispuni svoje obaveze navedene u Podugovoru ili ne ispuni obaveze navedene u podugovoru, Strana B će biti odgovorna za kršenje Ugovora i nadoknaditi Strani A za njene ekonomske gubitke zbog kršenja.

12.2 U slučaju da je kršenje podugovora zbog neizvršenja obaveza Strane B izazvalo kršenje ugovora kao Strane A za Poslodavca, što rezultira kaznom Stranke A koju je nametnuo Poslodavac, Strana B će snositi gubitak koji je pretrpela Strana A kao kaznu izrečenu od strane poslodavac.

12.3 Nijedna od strana neće biti odgovorna za bilo kakav poseban, slučajan, indirektan, posledičan gubitak (uključujući, ali ne ograničavajući se na gubitak dobiti ili prihoda, poslovne prilike ili štetu u poslovnim odnosima, gubitak podataka) zbog ovog Ugovora ili u vezi sa ovim Ugovorom.

12.4 Ako greška Strane B prouzrokuje štetu na projektu, materijalima, inženjerskoj opremi i javnim

facilities, Party B shall bear the repair costs.

12.5 If Party B fails to take safety production measures as required by the regulations or there are hidden dangers in production safety, it shall immediately rectify. Party A issued a written instruction requesting rectification, and Party A has the right to impose penalties on Party B if the rectification content is not rectified or the rectification is not in place.

12.6 In the event of the following breach of contract by Party B, Party A may notify Party B to terminate the contract immediately. After the contract is terminated, Party A may send personnel to the site, organize additional personnel or entrust other contractors to construct. However, this action of Party A does not exempt Party B's liability for breach of contract, nor does it affect Party A's right to claim in accordance with the contract.

12.6.1 Party B privately transfers all or part of the contract's rights to another person, or privately transfers all or part of the contract's obligations to another person

12.6.2 Party B uses unqualified materials or engineering equipment, and the quality of the engineering fails to meet the standard requirements, and refuses to remove the unqualified engineering;

12.6.3 During the warranty period, Party B fails to repair the content of the defect list listed in the project acceptance certificate or the defects that occurred during the warranty period, and refuses to repair it according to the instructions of Party A;

12.6.4 Party B is unable to continue to perform or expressly indicates that it will not perform or has substantially stopped performing the contract;

12.6.5 Other situations where Party B does not perform its obligations as agreed in the contract.

12.6.6 After the termination of the contract, Party A assesses the value of the work actually completed by

objektima, Strana B snosi troškove popravke.

12.5. Ukoliko Strana B ne preduzme mere bezbednosti proizvodnje u skladu sa propisima ili postoje skrivene opasnosti u bezbednosti proizvodnje, ona će to odmah otkloniti. Strana A je izdala pismenu instrukciju tražeći ispravku, a Strana A ima pravo da izrekne kazne Strani B ako sadržaj ispravke nije ispravljen ili ispravka nije na mestu.

12.6 U slučaju sledećeg kršenja ugovora od strane Strane B, Strana A može obavestiti Stranu B da odmah raskine ugovor. Nakon raskida ugovora, Strana A može poslati osoblje na gradilište, organizovati dodatno osoblje ili poveriti drugim izvođačima radova. Međutim, ova radnja Strane A ne oslobađa od odgovornosti Strane B za kršenje ugovora, niti utiče na pravo Strane A na potraživanje u skladu sa ugovorom.

12.6.1 Strana B privatno prenosi sva ili deo prava iz ugovora na drugo lice, ili privatno prenosi sve ili deo obaveza iz ugovora na drugo lice

12.6.2 Strana B koristi nekvalifikovane materijale ili inženjersku opremu, a kvalitet inženjeringa ne ispunjava standardne zahteve i odbija da ukloni nekvalifikovani inženjering;

12.6.3 Tokom garantnog perioda, Strana B ne uspe da popravi sadržaj liste grešaka navedeh u sertifikatu o prihvatanju projekta ili kvarove koji su nastali tokom garantnog roka, i odbije da ga popravi u skladu sa uputstvima Strane A;

12.6.4 Strana B nije u mogućnosti da nastavi da izvršava ili izričito ukazuje da neće izvršiti ili je suštinski prestala da izvršava ugovor;

12.6.5 Ostale situacije u kojima Strana B ne izvršava svoje obaveze kako je dogovoreno u ugovoru.

12.6.6 Nakon raskida ugovora, Strana A procenjuje vrednost posla koji je stvarno završila Strana B,

Party B, suspends all payments to Party B, and checks all payments and deducted amounts, including the liquidated damages that Party B should pay.

12.6.7 After the termination of the contract, Party A claims to Party B for the losses caused to Party A due to the termination of the contract. After the parties to the contract confirm the above-mentioned balances, they will issue a final settlement certificate to settle all contractual payments.

12.6.8 If Party A and Party B fail to reach an agreement on the settlement after the termination of the contract and a dispute arises, the dispute shall be settled as agreed in the contract.

Article 13 Solution to disputes and Applicable laws

13.1 In case of dispute in the course of executing the Subcontract, the two parties shall consult each other in a friendly manner. In case of failure in the mutual consultation, any of the two parties can bring the case to in accordance with the arbitration regulations. The arbitration venue is the Chamber of Commerce and Industry of Serbia. The arbitration is final and binding for both parties. The arbitration cost shall be borne by the party who lost the case. During the arbitration, both parties shall respectively fulfil their obligations and responsibilities according to the Subcontract.

13.2 The Serbia laws are applicable to establishment, effectiveness, explanation, execution and resolution of dispute related to the Subcontract.

Article 14 Validity, Cancellation and Termination of the Subcontract

14.1The Subcontract takes effect from the date when the Subcontract is signed by authorized signatories of both parties, stamped with both corporate seals .This subcontract will be terminated on the completion of both parties' obligations and responsibilities fulfillment.

14.2 The Subcontract shall be cancelled or terminated under the following circumstances:

suspenduje sve isplate Strani B i proverava sve isplate i odbijene iznose, uključujući likvidiranu štetu koju Strana B treba da plati.

12.6.7 Nakon raskida ugovora, Strana A potražuje Stranu B za gubitke prouzrokovane Strani A zbog raskida ugovora. Nakon što ugovorne strane potvrde gore pomenuta stanja, izdaće potvrdu o konačnom poravnanju za izmirenje svih ugovornih plaćanja.

12.6.8 Ako Strana A i Strana B ne postignu sporazum o poravnanju nakon raskida ugovora i dođe do spora, spor će biti rešen kako je dogovoreno u ugovoru.

Član 13. Rešavanje sporova i važeći zakoni

13.1 U slučaju spora u toku izvršenja podugovora, dve strane će se međusobno konsultovati na prijateljski način. U slučaju neuspeha u međusobnoj konsultaciji, bilo koja od dve strane može pokrenuti slučaj u skladu sa arbitražnim propisima. Mesto arbitraže je Privredna komora Srbije. Arbitraža je konačna i obavezujuća za obe strane. Troškove arbitraže snosi stranka koja je izgubila spor. Tokom arbitraže, obe strane će respektivno ispunjavati svoje obaveze i odgovornosti prema Ugovoru o podugovoru.

13.2 Zakoni Srbije su primenljivi na uspostavljanje, efektivnost, objašnjenje, izvršenje i rešavanje sporova u vezi sa podugovorom.

Član 14. Važenje, otkazivanje i raskid podugovora

14.1 Podugovor stupa na snagu od datuma kada je Podugovor potpisan od strane ovlašćenih potpisnika obe strane, opečatan sa oba korporativna pečata. Ovaj podugovor će biti raskinut nakon što obe strane ispune obaveze i odgovornosti.

14.2 Podugovor će biti otkazan ili raskinut pod sledećim okolnostima:

(1) The Subcontract becomes impossible to be executed due to force majeure;
(2) The Commercial Contract is cancelled;
(3) Both Parties agree to cancel the Subcontract.
In the event of the above mentioned 3 cases, the two parties shall consult each other for a solution

Article 15 Notices

15.1 All notifications, requests, instructions, documents and any other type of communication between the parties hereto shall be made in accordance with the contact details (contact person, suitable address/e-mail address, phone number), as follows:

Party A's address for notice purposes:
Contact person: Jin Yu
Address: Hotel Sajam, Hajduk Veljkova 11 Novi Sad 21000 ,Serbia
E-mail: xiongsaitieluyifenbu@gmail.com
Phone: +381698880420

Party B's address for notice purposes:
Contact person: Nenad Ignjatović
Address: Braće Rolić 19, 22324 Bcška, Srbija
E-mail: nenad.deco@gmail.com
Phone: +381 65 471 31 17

15.2 All notifications, requests, instructions, documents and any other type of communication between the parties hereto shall be made in writing, except short notices and other communication not connected with the fulfillment of essential obligations from this Contract, including, but not limited to scheduling meetings between the parties.
15.3 It shall be deemed that the notification and any other type of communication has been delivered to the other Party:
(a) in case of delivery by registered mail or courier, in the moment of singing the delivery receipt or

(1) Podugovor postaje nemoguće izvršiti zbog više sile;
(2) Komercijalni ugovor je raskinut;
(3) Obe strane su saglasne da raskinu Podugovor.
U slučaju gore pomenuta 3 slučaja, dve strane će se konsultovati za rešenje

Član 15. Obaveštenja

15.1 Sva obaveštenja, zahtevi, uputstva, dokumenti i bilo koji drugi vid komunikacije između ugovornih strana vršiće se u skladu sa kontakt detaljima (osoba za kontakt, odgovarajuća adresa/e-mail adresa, broj telefona), kako sledi:

Adresa strane A u svrhu obaveštenja:
Kontakt osoba: Jin Yu
Adresa: Hotel Sajam , Hajduk Veljkova 11 Novi Sad 21000 ,Srbija
E-mail: xiongsaitieluyifenbu@gmail.com
Telefon: +381698880420

Adresa strane B radi obaveštenja:
Kontakt osoba: Nenad Ignjatović
Adresa: Braće Rolić 19, 22324 Bcška, Srbija
E-mail: nenad.deco@gmail.com
Telefon: +381 65 471 31 17

15.2 Sva obaveštenja, zahtevi, uputstva, dokumenti i bilo koja druga vrsta komunikacije između ugovornih strana biće obavljena u pisanoj formi, osim kratkih obaveštenja i druge komunikacije koja nije povezana sa ispunjavanjem suštinskih obaveza iz ovog Ugovora, uključujući, ali ne ograničavajući se na zakazivanje sastanke između stranaka.
15.3 Smatraće se da je obaveštenje i bilo koja druga vrsta komunikacije dostavljena drugoj Strani:

(a) u slučaju isporuke preporučenom poštom ili kurirskom službom, u trenutku potpisivanja prijema

(b) in case of sending by e-mail, in the moment when the subject e-mail message appears in the *inbox* (*received*) folder of the e-mail recipient.

15.4 In case the receipt of the notification in the manner referred to in the previous paragraph occurs after 05.00pm during a business day (Monday-Friday), bearing in mind the time zone applicable in the Republic of Serbia, or on the day considered as non-business day in accordance with the regulations applicable in the Republic of Serbia, it shall be deemed to be received on the first next business day at 09.00am.

15.5 In case of change of contact details referred to in the paragraph 15.1, the party whose contact details have been changed is obliged to inform the other party regarding such change the next business day the latest.

Article 16 Language

16.1 All Subcontract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Subcontract shall be written in English, and the Subcontract shall be construed and interpreted in accordance with that language.

16.2 If any of the Subcontract Documents, correspondence or communications are prepared in any language other than the governing language under paragraph 16.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

Article 17 Confidential Information

17.1 The Party A and the Party B shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Subcontract regardless of

ili

(b) u slučaju slanja elektronskom poštom, u trenutku kada se predmetna e-mail poruka pojavi u folderu prijemnog sandučeta (primljeno) primaoca e-pošte.

15.4. U slučaju da do prijema obaveštenja na način iz prethodnog stava dođe posle 17.00 časova u toku radnog dana (ponedeljak-petak), imajući u vidu vremensku zonu koja se primenjuje u Republici Srbiji, ili na dan koji se smatra neradnog dana u skladu sa propisima koji važe u Republici Srbiji, smatra se da je primljen prvog narednog radnog dana u 09.00 časova.

15.5. U slučaju promene kontakt podataka iz stava 15.1, strana čiji su kontakt podaci promenjeni je dužna da obavesti drugu stranu o takvoj promeni najkasnije narednog radnog dana.

Član 16 Jezik

16.1 Sva dokumentacija o podugovoru, sva korespondencija i komunikacija koja će se dati, kao i sva druga dokumentacija koja treba da bude pripremljena i dostavljena u okviru podugovora biće napisana na engleskom jeziku, a podugovor će se tumačiti i tumačiti u skladu sa tim jezikom.

16.2 Ako je bilo koji od dokumenata o podugovoru, korespondencije ili komunikacije pripremljen na bilo kom jeziku koji nije važeći jezik prema stavu 16.1 iznad, engleski prevod takvih dokumenata, prepiske ili komunikacije će imati prednost u pitanjima tumačenja.

Član 17. Poverljive informacije

17.1 Strana A i Strana B će čuvati poverljivost i neće, bez pismene saglasnosti druge strane, odavati bilo kojoj trećoj strani bilo koje dokumente, podatke ili druge informacije koje je direktno ili indirektno dostavila druga strana u vezi sa Ugovor o podugovoru bez obzira da li su takve informacije dostavljene pre,

whether such information has been furnished prior to, during or following termination of the Subcontract.

17.2. The Subcontract is confidential to any third party. Without consent in writing by Party A, Party B should not disclose the design documents or shop drawing to any third party. Without Party A`s consent in writing, Party B should not disclose any documents or materials related to the Commercial Contract and the Subcontract to any third party or use it for any other project other than the Commercial Contract project.

17.3 The Party A shall not use such documents, data and other information received from the Party B for any purpose other than the fulfillment of obligations referred to in this contract. Similarly, the Party B shall not use such documents, data and other information received from the Party A for any purpose other than the execution of works under this contract or such other work and services as are required for the performance of the Subcontract.

17.4 The obligation of a party under paragraph 17.1 and 17.2 and 17.3 above, however, shall not apply to that information which:

(a) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; or

(b) otherwise lawfully becomes available to that party from a third party

17.5 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Subcontract in respect of the execution of works thereof.

17.6 The provisions of this Article 17 shall survive termination for whatever reason of the Subcontract.

tokom ili nakon raskida Ugovora o podugovoru. 17.2. Podugovor je poverljiv za bilo koju treću stranu. Bez pismene saglasnosti Strane A, Strana B ne bi trebalo da otkrije dokumentaciju o dizajnu ili crteže prodavnice trećoj strani. Bez pismene saglasnosti Strane A, Strana B ne bi trebalo da otkrije nikakve dokumente ili materijale koji se odnose na Komercijalni ugovor i Podugovor bilo kojoj trećoj strani niti da ih koristi za bilo koji drugi projekat osim za projekat Komercijalnog ugovora.

17.3 Strana A neće koristiti takve dokumente, podatke i druge informacije dobijene od Strane B u bilo koju drugu svrhu osim za ispunjavanje obaveza navedenih u ovom ugovoru. Slično, Strana B neće koristiti takve dokumente, podatke i druge informacije dobijene od Strane A u bilo koju svrhu osim za izvođenje radova po ovom ugovoru ili za druge poslove i usluge koji su potrebni za izvršenje Podugovora.

17.4 Obaveza strane prema stavu 17.1 i 17.2 i 17.3, međutim, neće se primenjivati na one informacije koje:

(a) može se dokazati da ga je ta strana posedovala u trenutku otkrivanja i koje nije prethodno dobijeno, direktno ili indirektno, od druge strane; ili

(b) na drugi način zakonito postane dostupna toj strani od treće strane

17.5 Gore navedene odredbe ni na koji način neće modifikovati bilo koju obavezu o poverljivosti koju je dala bilo koja od strana pre datuma podugovora u vezi sa izvođenjem radova.

17.6 Odredbe ovog člana 17. ostaju na snazi nakon raskida iz bilo kog razloga Ugovora o podugovoru.

Article 18 Agreement on implementation and application of the prescribed safety measures

18.1 During execution of the contractual obligations and during stay at the construction site, the Party B shall fully comply with all safety and health-protection rules, pursuant to the Art. 19 of the Law on Safcty and Hcalth at Work I (Official Gazcttc of thc Republic of Serbia No. 101/2005),

18.2 The Parties shall coordinate activities, relating to reduction and mitigation of risks I for personal injury of the employees, and shall inform each other, and their employees, on risks and measures for their reduction and removal.

The Party B shall provide insurance for his engineers and workers engaged on Site (the accident and emergency sickness insurance must be provided). And should submit the list and ID No, of his engineers and workers to General Party A for recording (General Party A shall be notified of any changes and updates to this list in timely manner),In case of loss by accident within the scope of Subcontracted Works executed by Party B, Party B shall assist Party A in claiming on insurance.

18.3 Work of the Officer for coordination for implementation of the measures for ensuring safety and health of employees, shall be performed by a representative delegated by the Party B (pursuant to the Art. 19 of the Law on Safety and Health at Work)

18.4 The Party B undertakes to provide the measures of personnel protection for his employees

Član 18. Sporazum o sprovođenju i primeni propisanih mera bezbednosti

18.1. Tokom izvršavanja ugovornih obaveza i tokom boravka na gradilištu, Strana B će u potpunosti poštovati sva pravila o bezbednosti i zdravlju, u skladu sa čl. 19. Zakona o bezbednosti i zdravlju na radu I (Sl. glasnik RS br. 101/2005),

18.2 Strane će koordinirati aktivnosti koje se odnose na smanjenje i ublažavanje rizika I za lične povrede zaposlenih, i obaveštavaće jedna drugu i svoje zaposlene o rizicima i merama za njihovo smanjenje i otklanjanje.

Strana B će obezbediti osiguranje za svoje inženjere i radnike angažovane na gradilištu (mora biti obezbeđeno osiguranje od nesreće i hitne slučajeve bolesti). I treba da dostavi listu i identifikacioni broj svojih inženjera i radnika Generalnoj strani A radi snimanja (Opšta strana A će biti blagovremeno obaveštena o svim promenama i ažuriranjima ove liste), u slučaju nesrećnog gubitka u okviru Podizvođački radovi koje je izvršila Strana B, Strana B će pomoći Strani A u potraživanju osiguranja.

18.3 Posao službenika za koordinaciju za sprovođenje mera za obezbeđenje bezbednosti i zdravlja zaposlenih, obavlja predstavnik koga delegira Stranka B (u skladu sa članom 19. Zakona o bezbednosti i zdravlju na radu)

18.4 Strana B sc obavczujc da obczbcdi mcrc zaštitc osoblja za svoje zaposlene na navedenim

on the stated Subcontract Works and according to the requirements of safety company employed by General Party A and Engineer.

18.5 The Party B shall be solely and exclusively liable for each damage, or accident, sustained by his employees or third parties (including damage to their property), which arise out of execution of the Party B's contractual obligations or his conduct (including its omissions). The Party B, his employees or third parties, shall not have, or raise, any demands, or claims, against the General Party A on these grounds.

18.6 The Parties agree that Article 18 of this Contract, shall be deemed the Agreement on implementation and application of statutory measures for safety and health protection of persons engaged at the site, by the Parties, regardless of whether such persons are engaged as employees or otherwise.

18.7 The Party B shall fully comply with the regulations concerning environmental protection as well as with the rules and procedures concerning conduct at the Site.

18.8 In terms of safety at work, the Party B shall:

- notify the relevant authority as to commencement of the Subcontract Works;
- prepare the act on the implementation of the protective measures at work;
- train his personnel for the safe work;
- determine physical/psychological capability of his personnel before allocation to work positions with

podugovorenim radovima iu skladu sa zahtevima bezbednosne kompanije zaposlene od strane Opšte strane A i inženjera.

18.5 Strana B će biti jedina i isključiva odgovorna za svaku štetu, ili nezgodu, koju pretrpe njeni zaposleni ili treća lica (uključujući štetu na njihovoj imovini), a koja proističe iz izvršavanja ugovornih obaveza Strane B ili njegovog ponašanja (uključujući njene propuste). Strana B, njeni zaposleni ili treća lica, neće imati, niti pokretati, bilo kakve zahteve ili potraživanja protiv Opšte strane A po ovim osnovama.

18.6 Strane su saglasne da će se član 18. ovog Ugovora smatrati Ugovorom o sprovođenju i primeni zakonskih mera bezbednosti i zdravlja lica angažovanih na gradilištu, od strane Strana, bez obzira da li su ta lica angažovana kao zaposleni ili na drugi način. .

18.7 Strana B će u potpunosti poštovati propise koji se odnose na zaštitu životne sredine, kao i pravila i procedure koje se odnose na ponašanje na lokaciji.

18.8 U pogledu zaštite na radu, Strana B će:

- obavesti nadležni organ o početku podugovora;
- pripremi akt o sprovođenju mera zaštite na radu;
- obuči svoje osoblje za bezbedan rad;
- utvrdi fizičku/psihološku sposobnost svog osoblja prije raspoređivanja na radna mjesta sa posebnim uslovima rada;
- u potpunosti izvršava uputstva Koordinatora za radove u skladu sa odredbama čl. 6. i 13. Uredbe o bezbednosti i zdravlju na radu na privremenim ili pokretnim gradilištima (Sl. glasnik RS 14/2009 i

special working conditions;

- fully execute instructions of the Coordinator for the works in accordance with the provisions of Article. 6 and 13 of the Regulation on safety and health at work at temporary or mobile construction sites (Official Gazette of the Republic of Serbia 14/2009 and 95/2010);
- instruments, manual or mechanical have to be technically In order, during the process of execution of the Subcontract Works. Instruments, which are subject to periodical examination, must have a valid professional certificate at the moment of execution of the Subcontract Works.

Article 19 OTHER PROVISIONS

19.1 The Party B shall not, without the express prior written consent of the Party A, assign to any third party the Subcontract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

19.2 Party B knows that Party A's acceptance of Party B as a subcontractor of this project must be approved by the owner. In the event if Employer does not approve Party B as the Sub-Contractor for the works for whatsoever reasons, this Contract shall be null and void and both parties agree not to have any kind of claims on whatsoever grounds against each other.

19.3 For matters not covered herein, the Contractor and the Subcontractor may enter into an appendix or supplementary agreement, which shall have the same legal effect as the Contract.

19.4 The appendix is an integral part of the Contract and has the same legal effect as the Contract.

19.5 This contract is made in four counterparts, with

95/2010);

- instrumenti, ručni ili mehanički, moraju biti tehnički ispravni tokom procesa izvođenja Podizvođačkih radova. Instrumenti, koji podležu periodičnom pregledu, moraju imati važeći profesionalni sertifikat u trenutku izvođenja Podizvođačkih radova.

Član 19. OSTALE ODREDBE

19.1 Strana B neće, bez izričitog prethodnog pismenog pristanka Strane A, preneti bilo kojoj trećoj strani Podugovor ili bilo koji njegov deo, ili bilo koje pravo, korist, obavezu ili interes u njemu ili po njemu.

19.2 Strana B zna da prihvatanje Strane A od strane B kao podizvođača ovog projekta mora biti odobreno od strane vlasnika. U slučaju da Naručilac ne odobri Stranu B kao Podizvođača za radove iz bilo kog razloga, ovaj Ugovor će biti ništav i obe strane su saglasne da neće imati bilo kakva potraživanja po bilo kom osnovu jedna protiv druge.

19.3 Za pitanja koja nisu obuhvaćena ovim Ugovorom, Dobavljač i Podizvođač mogu sklopiti dodatak ili dopunski ugovor, koji će imati isto pravno dejstvo kao Ugovor.

19.4 Dodatak je sastavni deo Ugovora i ima isto pravno dejstvo kao i Ugovor.

19.5 Ovaj ugovor je sačinjen u četiri primerka, od

two held by party A and two held by party B.

kojih dva drži strana A i dva drži

For and on behalf of Party A:
Za i u ime Strane A:

Mr. Chen Zhongzheng

For and on behalf of Party B:
Za i u ime Strane B:

Mr. Nenad Ignjatović, Director

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